

THE SOUTHWEST CORNER OF SAID NORTHWEST QUARTER OF THE NORTHEAST QUARTER; THENCE SOUTH 0° 51' 49" WEST 661.02 FEET TO THE SOUTHEAST CORNER OF THE NORTH HALF OF THE SOUTH HALF OF THE NORTHWEST QUARTER OF SAID SECTION 11; THENCE NORTH 88° 29' 06" WEST 298.22 FEET TO A POINT ON THE EAST LINE OF STATE HIGHWAY 525, SAID POINT BEING ON A CURVE TO THE RIGHT WITH A RADIUS OF 1357.50 FEET AND HAVING AN INITIAL COURSE OF NORTH 31° 07' 20" WEST; THENCE ALONG THE EAST LINE OF SAID HIGHWAY AS FOLLOWS: NORTHWESTERLY 71.91 FEET ALONG SAID CURVE THROUGH AN ARC OF 3° 02' 06" TO THE POINT OF BEGINNING OF A SPIRAL CURVE TO THE RIGHT WITH A RATE OF CHANGE OF BEGINNING OF A SPIRAL CURVE TO THE RIGHT WITH A RATE OF CHANGE OF CORNER DEGREE OF CURVATURE OF 1.71 DEGREES PER 100 FEET; THENCE NORTHWE 233.74 FEET ALONG SAID SPIRAL CURVE THROUGH A DEVIATION ANGLE OF 4°48'00", THENCE NORTH 23°17'14" WEST 1106.23 FEET; THENCE, LEAVING SAID HIGHWAY, NORTH 66°42'46" EAST 125.00 FEET; THENCE NORTH 23°17'14" WEST 120.00 FEET; THENCE SOUTH 66°42'46" WEST THE SOUTHEAST CORNER OF SAID NORTHWEST QUARTER OF THE NORTH-EAST QUARTER: THENCE NORTH 88° 34' 22" WEST 1329,72 FEET TO 125.00 FEET TO THE EAST LINE OF SAID HIGHWAY 525; THENCE NORTH 23° |7' |4" WEST 663.08 FEET ALONG SAID EAST LINE TO A POINT ON THE NORTH LINE OF SAID SECTION | |; THENCE SOUTH 88° 20' 37" EA: 1209.36 FEET TO THE POINT OF BEGINNING. BEGINNING AT CE SOUTH 88° 3 ER OF THE NORTHWEST QUARTER OF THE NORTHEAST QUARTER OF SECTION 11: THENCE SOUTH 0° 57' 35" WEST 1322.98 FEET TO THE NORTH QUARTER CORNER OF SAID SECTION 11, 36' 49" EAST 1331.93 FEET TO THE NORTHEAST NORTHWESTERLY

DEDICATION

HEREBY DECLARE THIS PLAT AND DEDICATE TO THE USE OF THE PUBLIC FOREVER ALL STREETS AND ROADS SHOWN ON THE PLAT AND THE USE THEREOF FOR ALL PUBLIC PURPOSES NOT INCONSISTENT WITH THE USE THEREOF FOR PUBLIC HIGHWAYS. ALSO THE RIGHT TO MAKE ALL NECESSARY SLOPES FOR CUTS AND FILLS UPON THE LOTS SHOWN ON THIS PLAT IN THE ORIGINAL GRADING OF THE STREETS AND ROADS SHOWN THEREON. ALSO THE RIGHT TO DRAIN ALL STREETS AND ROADS OVER AND ACROSS ANY LOT OR LOTS WHERE WATER MIGHT TAKE A NATURAL COURSE AFTER THE STREETS ARE GRADED.

TRACTS B, C AND D ADD TO THE STREETS AND ROADS TRACTS B, C AND D ARE HEREBY DEDICATED TO THE NORTHGATE OF THE PUBLIC

TERRACE COMMUNITY CLUB, A NON-PROFIT CORPORATION ORGANIZUNDER THE LAWS OF THE STATE OF WASHINGTON. TRACT B IS TO BE USED FOR A WATER STORAGE TANK SITE AND SUCH OTHER USES AS THE BOARD OF DIRECTORS OF SAID CLUB DEEM FEASIBLE. TRACT C IS TO FOR RECREATIONAL PURPOSES, OF ALL PROPERTY OWNERS IN THE PLAT.

TRACT D IS TO BE USED FOR A WATER WELL SITE.

TRACT A IS RESERVED BY THE UNDERSIGNED FOR POSSIBLE FUTURE USE AS A COMMERCIAL TRACT, BE USED FOR COMMUNITY PARK PURPOSES FOR THE USE AND ENJOYMENT,

ALL CLAIMS FOR DAMAGES AGAINST ISLAND COUNTY WHICH MAY BE OCCASIONED TO THE ADJACENT LAND WITHIN THE PLAT BY THE ESTABLISHED CONSTRUCTION, DRAINAGE AND MAINTENANCE OF THE ROADS AND STREETS IN THE PLAT ARE HEREBY WAIVED. ALL DRAINAGE EASEMENTS SHOWN ON THE FACE OF THIS PLAT AND THE RESPONSIBILITY FOR THEIR MAINTENANCE ARE HEREBY DEDICATED THE NORTHGATE TERRACE COMMUNITY CLUB

WASHINGTON LAND CO., INC. JOINS HEREIN SOLELY AS OWNER OF THE SUBJECT PROPERTY OR OF AN INTEREST THERE! OWNER OF THE SUBJECT PROPERTY OR OF AN INTEREST THEREIN, DISCLAIMS KNOWLEDGE OF OR RESPONSIBILITY FOR THE MEASUREMENTS OR ACCURACY OF THIS PLAT OR OF THE UTILITY OF THE LOTS AND DEDICATED AREAS THEREON, AND MAKES NO WARRANTIES THEREOF, DISCLAIMING LIABILITY A RECORD

9 7 MDAY OF WITNESS MHEREOF, WE HAVE 1970. HEREUNTO SET OUR HANDS AND SEALS

RECREATION LAND MANAGEMENT, INC. ВУ

ISLAND SAVINGS & LOAN ASSOCIATION BY

WASHINGTON LAND COMPANY, INC. AND

andrio

Gudge Walder V-P

ACKNOWLEDGMENT

APPEARED KENNETH A. BRYDGES. TO ME KNOWN TO BE THE PRESIDENT OF RECREATION LAND MANAGEMENT. INC., States A. Which and Association.

AND ASST CHE POSSES. OF ISLAND SAVINGS AND LOAN ASSOCIATION.

AND E.K. KNOWN TO BE THE COLOR OF WASHINGTON LAND COMPANY. INC., ALL OF WHICH ARE THE CORPORATIONS THAT EXECUTED THE FOREGOING INSTRUMENT. AND ACKNOWLEDGED SAID INSTRUMENT TO BE THE FREE AND VOLUNTARY ACT AND DEED OF SAID CORPORATIONS.

FOR THE USES AND PURPOSES THEREIN MENTIONED, AND ON OATH SAID THAT THEY ARE AUTHORIZED TO EXECUTE SAID INSTRUMENT AND THAT THE SEALS AFFIXED ARE THE CORPORATE SEALS OF SAID CORPORATIONS.

GIVEN UNDER MY HAND AND OFFICIAL SEAL THE DAY AND YEAR LAST THIS IS TO CERTIFY THAT ON A.D., 1970, BEFORE ME, THE UNDERSTHE STATE OF WASHINGTON, DULY COAPPEARED KENNETH A. BRYDGES, TO THAT ON THIS 1 DAY OF 14.40
HE UNDERSIGNED, A NOTARY PUBLIC IN AND FOR
DULY COMMISSIONED AND SWORN, PERSONALLY 97 DAY

WRITTEN.

ALL LOTS OR TRACTS OF LAND EMBRACED BY THIS PLAT, EXCEPT TRACT B, ARE SUBJECT TO AND SHALL BE SOLD UNDER THE FOLLOWING RESTRICTIONS:

SHALL BE DIVIDED AND SOLD, RESOLD, OR OWNERSHIP CHANGED CTRANSFERRED WHEREBY THE OWNERSHIP OF ANY PORTION OF THIS SHALL BE LESS THAN 7200 SQUARE FEET OR LESS THAN 60 FEET SHALL BE LESS THAN /2UU SQUARE FEEL WIDTH AT THE BUILDING SETBACK LINE. LOT, TRACT OR PORTION OF A LOT OR OWNERSHIP CHANGED OR

No PERMANENT STRUCTURE OR BUILDING SHALL BE CONSTRUCTED ON ANY LOT CLOSER THAN 30 FEET TO THE FRONT LOT LINE EXCEPT CORNER LOTS WHICH ARE LIMITED TO 15 FEET FROM THE SIDE ROAD.

NO LOT OWNER SHALL BLOCK, DIVERT OR RESTRICT ANY NATURAL DRAINAGE COURSE FOLLOWING THE ORIGINAL REASONABLE GRADING OF THE STREETS AND ROADS IN THIS PLAT.

No ACCESS WILL BE ALLOWED TO OR FROM STATE HIGHWAY 525

TO LOTS IN BLOCKS I AND 3.

CONSTRUCTION ON ANY LOT SHALL REQUIRE A BUILDING PERMIT AND SEWAGE DISPOSAL PERMIT PRIOR TO COMMENCEMENT OF WORK. IN THE EVENT THAT THE ORIGINAL PURCHASER OF ANY LOT CANNOT OBTAIN A SEWAGE DISPOSAL PERMIT WITHIN ONE YEAR OF THE DATE OF PURCHASE BECAUSE OF POOR SOIL CONDITIONS, RECREATION LAND MANAGEMENT, INC., OR ITS ASSIGNS, HEREBY AGREES TO ACCEPT AS DOWN PAYMENT ON ANY OTHER LOT WHICH RECREATION LAND MANAGEMENT, INC., OR ITS ASSIGNS OWNS AT THE TIME, THE AMOUNT OF THE PURCHASER'S EQUITY IN THE LOT HE ORIGINALLY PURCHASED, IN EXCHANGE FOR A QUIT CLAIM DEED FROM THE PURCHASER TO RECREATION LAND MANAGEMENT, INC., OR ITS ASSIGNS DO NOT OWN ANY OTHER LOTS, THEY WILL REFUND TO SAID PURCHASER HIS EQUITY IN SAID PROPERTY. FOR PURPOSES OF THIS PARAGRAPH, THE TERM "EQUITY" SHALL MEAN THE ORIGINAL SALE PRICE LESS THE UNPAID BALANCE THEREON.

ADDITIONAL COVENANTS AND RESTRICTIONS APPLYING TO THIS PLAT ARE RECORDED ON SHEET 3 OF 3, VOLUME // OF PLATS, PAGE 25" INC.,

SURVEYOR'S CERTIFICATE

I, H. L. MORGAN, HEREBY CERTIFY THAT THE PLAT OF NORTHGATE TERRACE, DIVISION NO. 1, IS BASED UPON AN ACTUAL SURVEY, THAT THE DISTANCES AND COURSES ARE SHOWN THEREON CORRECTLY, THAT MONUMENTS HAVE BEEN STAKED ON THE GROUND.

Registered Civil Ingineer & Land Surveyor

I, THOMAS A. CARSKADDEN, TREASURER OF ISTON, HEREBY CERTIFY THAT ALL TAXES ON THE THIS PLAT ARE FULLY PAID TO AND INCLUDING

TAXES ON THE

SLAND COUNTY, WASH-E PROPERTY EMBRACED THE YEAR 1971.

TREASURER'S CERTIFICATE

9

Ruth E. Zylata

EXAMINED AND APPROVED IN ACCORDANCE

HT I W

RCW 58.17.160 (1)

APPROVALS

DAY OF

June

1970.

Notary Public in and fo State of Washington.

Cake

for the

12

ounty Engineer

15 DAY OF 1970, A.D.

0 hreaton

Auditor County C Vandery cM

CERTIFICATE OF TITLE 1970, UNDER

RECORDED 216. June PAGE 733 RECORDS OF ISLAND COUNTY, WASHINGTON. FILE NUMBER

RECORDING CERTIFICATE

FILED FOR RECORD AT THE REQUEST OF KENNETH A UNDER AUDITOR'S FILE NUMBER AND RECORDED IN COUNTY, WASHINGTON, JUNE 15 VOLUME 1970, OF PLATS, PAGES 23/687 **A** 20 MINUTES PAST . BRYDGES ON RECORDS OF ISLAND 23. 24 AND 25.

Mou ! ty Auditor

CIVIL H. L. MORGAN
ENGINEER & LAND SURVEYOR
Oak Harbor, Washington

PL1

HGATE DIVISION *S*0.

IN SECTION II, T. 33 N., R. I E. W. M. bey Island, Island County, Washing 2 OF 3 County, Washington

PG. 24 TERRACE NO. /

Q.

KNOW ALL MEN BY THESE PRESENTS, that Recreation Land Manation of the contract purchast to as "Declarants", do hereby declare as follows:

WERRAS, Declarants are the fee owners or contract purchast respectively, of certain real property embracing the plat of NC gate Terrace, Division No. 1, located in Island County, State of Weshington, and

WERRAS, Declarants desire to subject said property to the set forth, each and all of which is and charges hereinafter set forth, each and all of which is and restrictions, covenants, conditions, reservations, easements, and pass with said property as connected thereof, and bind the successors in interest, and any fut switch is ancessful increase, this Declaration of Covenants and Restrictions and the purpose of keeping said property desirable, uniform and where the purpose of keeping said property desirable, uniform and where the purpose of keeping said property desirable, uniform and where the purpose of the power to enforce said restrictions, covenants for the purpose of the power to enforce said restrictions, covenants and where the purpose of t

Covenants and Restrictions

1. Land Use. All lots, tracts and parcels of the said property shall be used only as harein set forth or zone; and such designated usage can be changed only by the approval of Northgate Terrace Community Club, Inc., through its Architectura, Planning and Zoning Control Committee, as provided in the Articles of Incorporation and Enterior Committee, as provided in the Articles of Incorporation and By-Laxs of said corporation. All lots and blocks of the Diat of Northgate Terrace shall be used only for single damily residence, except for such lots, tracts or parcels as are specified upon shall be construction on the plat for park, recreational or commercial purposes, and except that nothing contained, or authorizing the erection and maintenance of structures and signs for the development and sale of said property while the same or any part thereof is owned by any of Declaratis, or their successors or assigns, from erecting and maintaining, or authorizing the erection and maintenance of structures and signs for the development and sale of said property while the same or any part thereof is owned by any of Declaratis, their successors or assigns.

2. Architectural Control. No permanent building, mobile home, structure of fence shall be placed or erected upon any lot or tract or parcel of said property while the said committee. No building continuity of the Regulations, and the requirements of the Architectural, Planning and Zoning Control or mobile home, as ketch of its floor plan and the proposed location or the property which construction will she erected, placed, expanded, removeled, or altered upon any lot, tract, or parcel of cored photograph of the mobile home, as ketch of its floor plan and the proposed location of the said property will be new construction with the exception of mobile homes and approved in writing by the said construction will have been submitteed to and approved in writing by the said property will be new construction will home shall be new construction will have

Northgate Terrace Community Club

Namber shall be a member of Northgate Terrace Community Club
shall be a member of Northgate Terrace Community Club
member shall be entitled to one vote only regardless of the number
of lots owned by or held under contract of sale to him, and no more
of lots owned by or held under contract of sale to him, and no more
than one vote per membership shall be cast regardless of the
number of owners of the property to which it is appurtenant.

2. Dues and Assessments. For the purpose of maintaining the
club facilities, and for the purpose of financing the activities
of the club, it is hereby declared that all the lots within the
said property may be annually charged at a rate not to exceed \$25.00
per lot, which ordinary annual charge may be referred to as annual
per lot, which ordinary annual charge may be referred to as annual
dues, shall be dimposed only by the affirmative
vote of a majority of the Board of Directors of the Club, for each
year in the said rate has been fixed hereby, and in the Bylaws of the Club. Such annual dues, and thereby, and in the Bylaws of the Club. Such annual dues, and thereby, and in the Bylaws of the annual meeting of the members of the Club to be held
each year in May, and shall be due and payable on or before the
first day of July succeeding, and if not then paid a shall thereafter
be delinquent and bear interest at the rate of 12% per annum; provided, that the annual dues can be increased to an amount in exces
of \$25.00 only by amendment of the By-laws of Northgate Terrace
Community Club.

1100 days after said delinquency as tatement of charges due in the
office of the County Clerk of 13 and County. A release of said
lien may be filed by the Club as may file within
the lot owner shall be liquency as tatement of charges due in the
office of the County Clerk of 13 and County. A release of said
on real property under the law; and if said lien is foreclosed,
the lot owner shall be liquency as the club herein, all of
one club as may be entered by t

Committée.

5. Sebacks. No building of mobile home shall be located nearer tian. 30 feet to any interior lot line. 5 feet to any interior lot line adon corner lots. 15 feet to the side road.

6. Cuts. and fills and Utility. Severage and Drainage assaments. The right is reserved for each lot. Including the sides of corner lots from the front 5 feet of each lot. Including the sides of corner lots fronting on a streat or road, either above or below ground and to make all necessary slopes for cuts or fills unon the lots shown on the professory slopes for cuts or fills unon the lots shown on the professory slopes for cuts or fills unon the lots shown on the professory slopes for cuts or fills unon the lots shown on the professory slopes for cuts or fills unon the lots shown on the professory slopes for cuts or fills unon the lots shown on the professory slopes for cuts or fills unon the stream of corner lots. The stream of the professory slopes for cuts or fills unon the lots shown on the lots shown the lots shown the lots shown on specific time limitations of such uses in the discretion of the Architectural Control Committee.

10. Habitation of Emporary Similar property shill be stored on any so residence or dwelling secret under a temporary ritten permit which may be granted, upon specific time limitations of such uses in the discretion of the Architectural Control Committee.

11. Signs. No sign of any kind shill be displayed to the public shill be secret and the property with a shill be superior of any kind shill be shill be stored as a first and they won any lot shill be stored the secretion of the Architectural Control Committee.

12. Landy

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ARTICLE V

General Provisions

1. Irm. These covannits and restrictions are to run with the land and shall be binding on all parties and persons claiming in der thead for a period of 25 years from the date this declaration is the stonetical literated by a mail of rice stonetic of the them the stonetics shall be stonetical literated for 35 years from the date this declaration is recovered to a stonetic literated for a factorization and restrictions of the them courses of the stonetic literated for inspect any or all of said property at the stonetic or earlier within the said property has been recorded, agreeing to estimulus her thing the stonetic and the stoneti

The purchasers of lots within the said property, by the acceptance of deeds therefor, whether from Declarants or subsequent conners of any of said property or by the signing of contracts to purchase the same, shall become personally obligated to the pay such dues, including interest, upon the lot or lots purchased or agreed to be purchased by them and shall be subject to the enforcement provisions outlined above.

3. Unkept Lots. The Club shall have the right at all times, but shall not be founded by them and shall be subject to the enforcement provisions outlined by them and shall be subject to the enforcement provisions outlined by them and shall be subject to the parcel. If the owner of shall not have corrected any such condition after reasonable notice, for the purpose of pollution prevention and maintaining an attractive overall appearance for said property; and to charge the owner of said lot, tract or parcel the actual cost plus ten percent for said property and the charge shall constitute a lien against the property shall mean the save of dues and assessments.

Whenever used in this Declaration, the following terms shall have meaning given them in this Article IV.

1. "Said Property" shall mean those Declarants signatory to this that it shall be clearly understood that such rights, priviliges, and options as are herein reserved to or established by the plat of horbyate Terrace Comments the priviliges, or by such transfer or assignment and transfer by them to the extent of their individual interests therrinable by their demise or by such transfer or assignment and transfer by them to the became property as and known as the "Architectural, Planning committee of Northgate Terrace Community Club.

1. "Club" shall mean Northgate Terrace Community Club.

2. "Charactic Control Committee" shall be a standing committee of Northgate and known as the "Architectural, Planning committee of Northgate Terrace Community Club.

3. "Club" shall be clearly understood that such as a standing committee of Northgate Terrace

and seals this // day of May, 1970.

KENNETH A. BRYDGES GEL

hereunto set

hands

STATE OF WASHINGTON Ss.

COUNTY OF ISLAND

On this // day of May, 1970, before me personally appeared KENNETH A. BRYDGES, to me known to be the President of the corporation that executed the within and foregoing instrument, and acknowledged the said instrument to be the free and voluntary act and deed of said corporation for the uses and purposes therein mentioned, and on oath stated that he was authorized to execute said instrument.

IN WITNESS WHEREOF, I have hereunto set my hand and affixed my official seal the day and year first above written.

OAK 2. and HARBO

Motary Public of Washington, residing at

CIVIL H. L. M ENGINEER & Oak Harbor, MORG. B Washington 27

PLA PLA

Whidbey SECTION II, T. Island, Island Island, DIVISION 33 N., R. 1 ounty, 9 Washington W.Z.

SHEET

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NORTHGATE
DIVISION
VOL. 11

TERRACE
NO. /
PG. 25

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the platting ordinances, resolutions and regulations of Island County, Washington, and the zoning ordinances and regulations of Island County, Washington, as well as the restrictions, covenants, conditions, reservations, easements, liens, and charges hereinbefore set forth.